

No. 3-222A024
Date NOV 18 1983
Fee \$ 10.00 PS

8161-D

3.

November 18, 1983

ICC Washington, D. C.

RECORDATION NO. 8161-D
Filed 1425

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

NOV 18 1983 3 12 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are the original and 6 counterparts of an Amendment and Assignment of Railroad Car Service Lease Agreement dated as of December 31, 1980. This Amendment and Assignment of Railroad Car Service Lease Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Service Lease Agreement recorded at 2:05 p.m. on December 29, 1975 with Recordation Number 8161-A.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Amendment and Assignment of Railroad Car Service Lease Agreement are as follows:

Assignor: Greenlease Company, a division of
Greenville Steel Car Company
Greenville, Pennsylvania 16125

Assignee: Greenville Leasing Company
Greenville, Pennsylvania 16125

Ontario Hydro: Ontario Hydro
Toronto, Ontario MG5 1X6
Canada

The undersigned is the assignee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and 5 copies of the Amendment and Assignment of Railroad Car Service Lease Agreement to Charles L. Rieck, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

NOV 18 3 27 PM '83

RECEIVED

C.T. Karpel

Chapman and Cutler

Also enclosed is a check in the amount of \$ _____ covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

(i) amendment to Railroad Car Service Lease Agreement recorded on December 29, 1975 at 2:05 p.m. with Recordation No. 8161-A, dated as of December 31, 1980 and covering seventy-one 100-ton Triple Hopper Cars (AAR Mechanical Designation HM) and (ii) an assignment between Greenlease Company, a division of Greenville Steel Car Company, Greenville Pennsylvania 16125 and Greenville Leasing Company, Greenville, Pennsylvania 16125 dated as of December 31, 1980 and covering seventy-one 100-ton Triple Hopper Cars (AAR Mechanical Designation HM) and connected to the Railroad Car Service Lease Agreement recorded at 2:05 p.m. on December 29, 1975 with Recordation Number 8161-A.

Very truly yours,

GREENVILLE LEASING COMPANY

By John R. [Signature]
Its Vice President
ASSIGNEE AS AFORESAID

Enclosures

DESCRIPTION OF EQUIPMENT

DESCRIPTION:

Sixty-four 100-ton triple hopper
cars; AAR Mechanical Designation HM

MANUFACTURER:

Greenville Steel Car Company

IDENTIFICATION MARKS AND
NUMBERS (BOTH INCLUSIVE):

GSCX 11000 to 11063

SCHEDULE A
(to Letter of Transmittal No. 3)

NOV 18 1983 4:31 PM

AMENDMENT AND ASSIGNMENT
OF
RAILROAD CAR SERVICE LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AND ASSIGNMENT, dated as of December 31, 1980, and effective as of that date, by and between GREENLEASE COMPANY, a Division of Greenville Steel Car Company, a Pennsylvania corporation (the "Assignor"), and GREENVILLE LEASING COMPANY, a Delaware corporation (the "Assignee"), and consented to by ONTARIO HYDRO, a body corporate continued and governed under the laws of the Province of Ontario, Canada ("Ontario Hydro").

WHEREAS, the Assignor and Consolidation Coal Company, a Delaware corporation ("Consolidation Coal") heretofore entered into a Railroad Car Service Lease Agreement dated as of September 3, 1975 (the "Lease"), whereby the Assignor leased to Consolidation Coal 64 100-ton Triple Hopper Cars, Road Nos. GSCX 11000 to 11063, both inclusive (the "Cars"); and

WHEREAS, pursuant to an Amendment and Assignment dated as of March 1, 1976, the Lease was amended in certain respects, including an increase in the number of Cars referred to and covered by the Lease from 64 to 71 by adding Cars having Road Nos. 11064, 11065, 11066, 11067, 11097, 11098 and 11099 to the Lease and included within the definition of the term "Car", and Consolidation Coal assigned its interest in the Lease, as amended, to Ontario Hydro; and

WHEREAS, the Assignor desires to assign its interest in the Lease and its interest in the Cars to the Assignee, with the consent of Ontario Hydro, as hereinafter set forth.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows, effective as of December 31, 1980 (the "Effective Date"):

1. Subject to the security interest created by the Security Agreement-Trust Deed dated as of October 1, 1975 from the Assignor to Mellon Bank, N.A., as Trustee (the "Security Trustee") and confirmed by the Amended and Restated Security Agreement-Trust Deed (the "1980 Security Agreement") dated as of December 31, 1980 from the Assignor and the Assignee to the Security Trustee and subject to the security interest created by the 1980 Security Agreement, Assignor hereby assigns, transfers and sets over unto the Assignee:
 - (a) All the Assignor's right, title and interest, powers, privileges and other benefits under the Lease, as amended, which shall arise or accrue after the Effective Date; and
 - (b) All the Assignor's right, title and interest in the Cars.

Assignor further agrees to execute and deliver such instrument or instruments, confirming the transfer of title to the Cars to the Assignee, as Assignee may reasonably request.

2. Assignee hereby accepts the foregoing assignment, recognizes Ontario Hydro's right to continued and uninterrupted possession of the Cars upon compliance with the terms of the Lease, as amended, and assumes and undertakes to perform all the obligations of Assignor as the Lessor under the Lease, as amended.
3. For purposes of paragraph 17 of the Lease, as amended, Assignee's address as Lessor shall be as follows:

Greenville Leasing Company
Greenville, Pennsylvania 16125

4. Ontario Hydro hereby consents and agrees to the assignment provided for in paragraph 1 above.

5. All the terms, covenants and provisions of the Lease, as amended, shall continue in full force and effect precisely as before.
6. This Amendment And Assignment may be simultaneously executed in two or more counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Assignor, the Assignee, and the Ontario Hydro have caused these presents to be signed and their respective corporate seals to be duly attested as of the day and year first above written.

Attest:

GREENLEASE COMPANY, A DIVISION OF
GREENVILLE STEEL CAR COMPANY

V. P. Gottschall
Assistant Secretary

[Corporate Seal]

By Edward V. Hane
Vice President

Attest:

GREENVILLE LEASING COMPANY

V. P. Gottschall
Assistant Secretary

[Corporate Seal]

By John R. Young
Vice President

Attest:

ONTARIO HYDRO

W. L. Lamer
Secretary

[Corporate Seal]

By F. G. Campbell
Executive Vice-President


ONTARIO HYDRO	
March 9 1987	
John R. Young	
SOLICITOR	
Feb 7 1987	
W. L. Lamer	
19	

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

}
}
} ss:

On this 18 day of November, 1983 before me personally appeared Edward H. Moores, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Steel Car Company, a Pennsylvania corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

ROSE ANN MULHERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985


[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

SS:

On this 18 day of November, 1983 before me personally appeared John R. Young, to me personally known, who being duly sworn, says that he is a Vice President of Greenville Leasing Company, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

ROSE ANN MULHERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1985

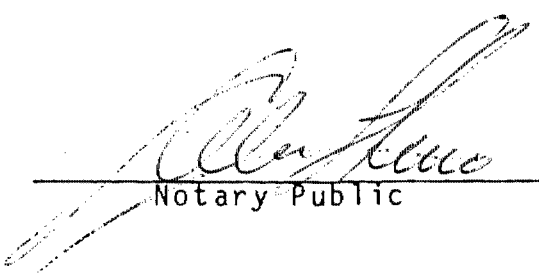
[Notarial Seal]

PROVINCE OF ONTARIO
JUDICIAL DISTRICT OF YORK

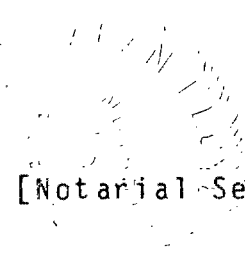
} ss:
}

On this 11th day of March, 1983 before me personally appeared W.E. Raney, to me personally known, who being duly sworn, says that he is Secretary of Ontario Hydro, a body corporate continued and governed under the laws of the Province of Ontario, Canada, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public


[Notarial Seal]